



Contract Ratification

How does a final contract get approved?

A final contract begins with a tentative agreement (TA), meaning that both the Bargaining Team and the UC have agreed to the entire contract language. This agreement is tentative because it has not yet been approved by the highest authority of the union: rank and file members.

To get approval, the final contract must go through a ratification vote of all union members. This is a simple Yes/No vote on the entire contract that has been TA'd by the Bargaining Team and the UC. The final contract must be approved by a simple majority (50% + 1) of membership. Upon ratification, the contract will go into immediate effect.

Does the strike stop during the period of the ratification vote?

The UAW Constitution states that only members can actually end a strike. This should mean that the strike continues until the end of the ratification vote, where a vote to ratify the contract would mean a vote to end the strike. (See [UAW Constitution Article 50, Section 5](#).) When a TA'd

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contract is recommended to us, it should be our focus to inform our colleagues of their right to vote on the contract, and to what exactly they would be agreeing if they vote yes. For more scenarios and possible outcomes, see the “Ending the Strike” section below.

What am I voting on?

The bargaining team has come to an agreement with the university on a tentative contract that they recommend to implement for the next two and a half years. This document is called a Tentative Agreement (TA). Our union, like most unions, requires membership to ratify this contract before it can go into effect.

This is our opportunity to accept or reject the terms of a binding contract that we would have to work under for two and a half years.

[Learn more about the TA here.](#)

Is it okay to vote no?

Yes. You should absolutely say no to a contract that you cannot see yourself working under for the duration of the agreement.

It is difficult to organize a No Vote campaign, provided the infrastructural superiority (mailing lists, contact lists, paid staff) of parent unions and management. They are, however, possible, and there have been several high profile recent examples. Graduate student-workers in UAW at Columbia University and adjunct faculty in UAW at The New School are recent and relevant cases.

What happens if a Tentative Agreement is voted down?

Bargaining would continue, and the strike would continue (unless membership votes to end the strike).

It is appropriate for the bargaining team to resign after a Tentative Agreement they have recommended is rejected. Upon their resignation, elections would be held for their vacant positions. Once a new bargaining team is elected, bargaining continues. The strike continues during this process, unless a majority of union members elect to end it.

If the TA'd contract is rejected, all articles that have been tentatively agreed upon as “packages,” such as those which are offered in a “comprehensive package,” can be reopened for negotiation.

Individual articles that have been TA'd *may* be reopened for negotiations... says the California Public Employee Relations Board: “A party does not engage in regressive bargaining by withdrawing concessions on some subjects, while offering more favorable terms on other subjects, if the overall set of changes do not tend to frustrate an overall compromise—this will typically be true if aggregate movements toward the other party’s position are approximately equal, or greater than equal, to aggregate movements in a regressive direction.” (See City of Palo

Last updated: 12/15/22

Alto (2019) PERB Decision No. 2664-M, p. 6, fn. 5; Charter Oak Unified School District (1991) PERB Decision No. 873, pp. 17-18.) Proving net regressive conduct often requires some mathematical calculation (when the allegations mainly involve cost items) and requires a more nuanced argument when the allegations involve a mix of cost items and non-cost items. (In our case, this is relevant to “Reasonable Accommodations.”)

Bargaining and the strike continue until a new Tentative Agreement is reached.

Impasse

What if the university declares “impasse”?

The Higher Education Employer-Employee Relations Act (HEERA, the California statute governing unions and labor relations) states that bargaining parties are at impasse when they “have reached a point in meeting and conferring at which their differences in positions are such that further meetings would be futile.” If the University declares impasse, the Public Employee Relations Board (PERB, which enforces HEERA) will investigate and determine whether the parties are indeed at an impasse.

If the Public Employee Relations Board (PERB, which enforces HEERA) determines that an impasse does indeed exist, the case is referred to the State Mediation and Conciliation Service for the assignment of a mediator. The mediator’s objective is to produce an agreement between our union and our employer, to which both parties must agree. If the mediator is unsuccessful, the two parties move to the next step of the procedure: “fact finding.”

Fact finding is a tedious but banal process whereby a panel (composed of representatives from each party and a chairperson selected by PERB) works closely with both sides to understand their positions. At the end of the fact finding period, this panel issues a non-binding report that suggests the terms of a possible deal. At this point, we will have reached “final impasse” and management can impose a contract (with TAs and UC’s last standalone wages proposal in place) until a collective agreement is reached.

Importantly, this period between “declaring impasse” and the implementation of a contract can last months, during which our right to strike persists. Additionally, there is nothing in the impasse process that prohibits the parties from going back to formal, on-the-record bargaining at any point. During this period, our task will be to sustain as much pressure on the UC as possible in order to force a deal that is favorable to us.

[Read more about impasse procedures and consequences here.](#)

How might impasse affect the strike?

We retain our right to strike during the entirety of the impasse process. While we cannot control whether or when the UC might try to declare impasse, it is important to consider the risk they would take by doing so. An impasse declaration would mean that the UC thinks it can withstand an already-costly strike for the weeks, possibly months, of the official impasse process carried out by PERB.

Last updated: 12/15/22

If the impasse procedure does not result in an agreement, the employer can unilaterally impose a contract, but only until a collectively bargained agreement can be reached. The “last, best, and final offer” is the contract that would be imposed until an agreement is reached, meaning we’d get a raise while staying on strike to fight for more. UC could claim that circumstances have changed and attempt to rescind, however. This would be subject to review at PERB.

No provision in the entire impasse process under existing labor law prevents us from staying on strike until we reach an acceptable tentative agreement with the UC.

Ending the Strike

Who has the authority to end the strike?

The UAW Constitution clearly states that only members can actually end a strike. Specifically, it states:

“Before a strike shall be called off, a special meeting of the Local Union shall be called for that purpose, and it shall require a majority vote by secret ballot of all members present to decide the question either way.” (Article 50, Section 5)

However you read this paragraph, it is clear that the bargaining team cannot end the strike unilaterally, but must put it to a membership vote.

Can any other body end the strike?

That same paragraph of the UAW Constitution also states:

“Wherever the International Executive Board decides that it is unwise to no longer continue an existing strike, it will order all members of Local Unions who have ceased work in connection therewith to resume work and thereupon and thereafter all assistance from the International Union shall cease.” (Article 50, Section 5)

Student Researchers and Academic Student Employees are the workers who are taking risks by deciding to strike and continue striking. We should consider how much we believe that a decision of this importance can be taken undemocratically by an International Executive Board member of UAW who does not experience the working conditions we know intimately as workers in the UC.

Can the bargaining team pause the strike during the ratification vote?

There is no such thing as pausing or temporarily suspending a strike. A strike “pause” is not a category that exists in the UAW Constitution.

If you are told that the Bargaining Team is pausing the strike, you should understand this as a move to unilaterally stop the strike without consulting membership, but packaged in more

Last updated: 12/15/22

palatable language. A pause in the strike is only possible if union members remain unaware of the rules around ending a strike.

It is possible that members could file a complaint to UAW International, but this is unlikely to be resolved within the period of the ratification vote. It is also possible that the federal court-appointed Monitor currently observing UAW may intervene, or persuade our local leadership not to do this.

However, the best way to avoid a strike being paused or suspended is immediate public pressure from membership.

Can the UC insist that their offer is conditional on ending the strike?

The UC has said in its 12/2 offer that a tentative agreement to their deal is conditional on ending the strike. If the UC makes further offers, we can expect them to continue stating similar conditions.

The question of ending a strike is not a mandatory subject of bargaining at the table. Even if the Bargaining Team approved a tentative agreement right away, this would have no bearing on the legality of the strike. It is perfectly legal (and proper) for the Bargaining Team to tell the UC that it is not up to them whether the strike ends.

If workers on a ULP strike feel that a tentative agreement is enough to end the strike and withdraw all ULP charges, then they will ratify a contract. Until then, they continue to be protected to protest ULP charges and continue striking. This is why the Postdoctoral Scholars and Academic Researchers were out on strike until the ratification vote for a new contract passed on 12/9, even though their Bargaining Teams reached a tentative agreement with the UC on 11/29.

What if the UC makes the offer conditional on the union withdrawing its Unfair Labor Practice (ULP) charges? Will the strike lose its legal protections?

The UC has also made the withdrawal of UAW's various ULP charges a condition of their offer.

There are two ways to withdraw ULP charges under labor law: "with prejudice" and "without prejudice." A withdrawal of a ULP charge with prejudice means that the charge cannot be re-filed on the exact terms with which it was filed initially. If Bargaining Team opts to agree to withdraw ULPs as part of a tentative agreement, it retains the legal option to withdraw them without prejudice with a potential to re-file those same charges in the future.

Even if ULP charges are withdrawn with prejudice by the Bargaining Team, those charges are not fully and finally withdrawn until the tentative agreement containing the withdrawals are ratified by membership. Since ULP withdrawal is part of the tentative agreement, it is also subject to the standard ratification vote procedure outlined above.

Last updated: 12/15/22

This means that the ULP charges will not disappear in the event of a successful No Vote, and that the legality of the strike based on those ULPs remains the same until workers vote to call off the strike by ratifying the final contract offer.